|        | Case No. 04-34268-DDC |
|--------|-----------------------|
| In Re: | Chapter 7             |

Antwan Donimican Hollins,

Debtor.

#### NOTICE OF HEARING AND MOTION FOR RELIEF FROM STAY

- TO: Debtor Antwan Donimican Hollins; his/her attorney Curtis K. Walker; United States

  Trustee; and all other entities specified in Local Rule 1204 (a):
- 1. AmeriCredit Financial Services, Inc., ("AmeriCredit"), a secured creditor in this Chapter 7 proceeding, by and through duly authorized and undersigned attorneys, moves the Court for the relief requested below, and gives notice of hearing.
- 2. The court will hold a hearing on this motion on October 13<sup>th</sup> 2004, at 9:30 p.m., before the Honorable Dennis D. O'Brien, United States Bankruptcy Judge, in Courtroom No. 228 a 200 Federal Building, 316 North Robert Street, St. Paul, Minnesota 55101.
- 3. Any response to this motion must be filed and delivered not later than October 8<sup>th</sup> 2004, which is three days before the time set for the hearing (excluding Saturdays, Sundays and holidays), or filed and served by mail no later than October 2004, which is seven days before the time set for the hearing (excluding Saturdays, Sundays and holidays).

UNLESS A RESPONSE OPPOSING THIS MOTION IS TIMELY FILED, THE COURT MAY GRANT THE MOTION WITHOUT A HEARING.

- 4. This Court has jurisdiction over this motion pursuant to 28 U.S.C. §§ 157 and 1334, Bankruptcy Rule 5005, and Local Rule 1070-1. This is a core proceeding. The petition commencing this Chapter 7 case was filed on July 22, 2004. The case is now pending in this Court.
- 5. This motion arises under 11 U.S.C. § 362 and Bankruptcy Rule 4001. This motion is filed under Fed. R. Bankr. P. 9014 and Local Rules 5005-4, 9006-1, 9013-1 and 9017-1. AmeriCredit requests relief from the automatic stay under § 362 of the Bankruptcy Code to foreclose its security interest in certain personal property of the debtor as defined below.
- 6. On February 17, 2003, the debtor, Antwan Donimican Hollins, executed a promissory note and security agreement in favor of AmeriCredit, in the original principal amount of \$15,553.44, plus interest thereon at the stated rate, payable according to the terms and conditions therein, a copy of which is attached hereto as **Exhibit "A"**. Security for the promissory note consists of a security interest in a motor vehicle, a 2001 Dodge Stratus, VIN # 4B3AG52H31E129046. Proof of perfection of the security interest of AmeriCredit is attached hereto as **Exhibit "B"**.
- 7. The promissory note is in default for failure to make payments when due since March 4, 2004, a delinquency in the approximate amount of \$2,051.80. As of July 22, 2004, the amount due was a payoff balance of \$15,771.96. On information and belief, the value of the vehicle is \$10,025.00 and the debtor has no equity in the vehicle.
- 8. The loan is in default for failure to make payments when due. AmeriCredit seeks relief from the automatic stay to foreclose its personal property security interest in the vehicle.

- 9. Pursuant to 11 U.S.C. § 362(d)(1), a creditor may be granted relief from the automatic stay for cause, including lack of adequate protection. AmeriCredit believes that cause exists to grant it relief from the automatic stay to foreclose its personal property security interest, for the following reasons:
- a. AmeriCredit has not been offered and is not being provided with adequate protection for its interest in the vehicle;
- b. The vehicle subject to the security interest of AmeriCredit continues to depreciate and decline in value; and
- c. AmeriCredit has been unable to verify current proof of insurance on the vehicle; and
  - d. The debtor has stopped making payments to AmeriCredit.
- 10. Pursuant to 11 U.S.C. § 362(d)(2), a creditor may be granted relief from the automatic stay, if there is no equity in the property which is the subject of the motion, and property is not necessary for an effective reorganization. Here, the debtor has no equity in the vehicle that is the subject of this motion, and the vehicle is not necessary for an effective reorganization in this Chapter 7 proceeding.
- 11. If any testimony is necessary on any of the facts relative to this motion, testimony will be given by DeMarlon Reed, or some other representative of the Movant, AmeriCredit Financial Services, Inc..

WHEREFORE, AmeriCredit requests entry of an Order granting the relief from the automatic stay of 11 U.S.C. § 362, to allow it to foreclose its personal property security interest

described above, and for such other and further relief as the court deems just and equitable under the circumstances.

Dated: September 22, 2004

RIEZMAN BERGER, P.C.

/e/ Marilyn J. Washburn

Marilyn J. Washburn, #0324140 7700 Bonhomme Ave., 7th Floor St. Louis, MO 63105 (314) 727-0101 FAX (314) 727-1086 Attorneys for AmeriCredit

Case No. 04-34268-DDO Chapter 7

In Re

Antwan Donimican Hollins,

Debtor.

#### **MEMORANDUM OF LAW**

#### **INTRODUCTION**

AmeriCredit Financial Services, Inc., ("AmeriCredit") has made a motion for relief from the automatic stay. AmeriCredit incorporates herein the facts set forth in the notice of hearing and motion for relief from stay.

There is one loan that is the subject of this motion secured by a security interest in a motor vehicle. The loan is in default for failure to make payments when due and AmeriCredit has been unable to verify current proof of insurance. AmeriCredit seeks relief from the automatic stay to foreclose its personal property security interest. There is no equity in the vehicle.

### **ARGUMENT**

Pursuant to 11 U.S.C. § 362(d)(1), a secured creditor may be granted relief from the automatic stay, including lack of adequate protection. The motion, filed by AmeriCredit, for relief from the automatic stay demonstrates cause for relief from the stay for all reasons set forth in the motion. In the aggregate, these circumstances demonstrate cause for relief from the

automatic stay. <u>United Savings Assn. of Texas v. Timbers of Innwood Forest Assoc. Ltd. (In</u> re Timbers of Innwood Assoc. Ltd.), 484 U.S. 365 (1988).

Also, there is little or no equity in the vehicle that is the subject of this motion and the vehicle is not necessary for an effective reorganization, which allows the stay to be lifted pursuant to 11 U.S.C. § 362(d)(2). **In re Anderson**, 913 F.2d 530, 532 (8th Cir. 1990).

### **CONCLUSION**

Based on the foregoing, AmeriCredit requests that the Court issue an Order lifting and terminating the automatic stay provided by 11 U.S.C. § 362(a) to permit AmeriCredit to enforce and foreclose its personal property security interest.

DATED: September 22, 2004

RIEZMAN BERGER, P.C.

/e/ Marilyn J. Washburn

Marilyn J. Washburn, #0324140 7700 Bonhomme Ave., 7th Floor St. Louis, MO 63105 (314) 727-0101 FAX (314) 727-1086 Attorneys for AmeriCredit

|        | Case No. 04-34268-DDO |
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| In Re: | Chapter 7             |

Antwan Donimican Hollins,

Debtor.

#### UNSWORN DECLARATION FOR PROOF OF SERVICE

Marilyn J. Washburn, an attorney licensed to practice law in this court, and employed by Riezman Berger, P.C., with an office address of 7700 Bonhomme Avenue, 7<sup>th</sup> Floor, St. Louis, Missouri 63105, declares that, on the date listed below, I served a **Notice of Hearing for Relief from Stay, Memorandum of Law** and **Proposed Order** upon each of the entities named below by mailing to each of them a copy thereof by enclosing same in an envelope with first class postage prepaid and depositing same in the post office at St. Louis, Missouri, addressed to each of them as follows:

(Debtor's Attorney)(Chapter 7 Trustee)Curtis K. WalkerPatti J. Sullivan4356 Nicollet Avenue SouthP.O. Box 16406Minneapolis, MN 55409St. Paul, MN 55116

(Debtor)Office of the U.S. TrusteeAntwan Donimican Hollins1015 U.S. Courthouse181 North McKnight Road, Apt. 210300 South 4th StreetSt. Paul, MN 55119Minneapolis, MN 55415

And I declare, under penalty of perjury, that the foregoing is true and correct.

Executed: September 22, 2004.

Signed: /e/ Marilyn J. Washburn

| In Re:        |  | Case No. (                                     | 04-34268-DDO<br>Chapter 7 |
|---------------|--|--|---------------------------|
| Antwan Don    | imican Hollins,<br>Debtor.             |  |                           |
|               | ORD                                    | ER   |                           |
| The a         | above entitled matter before the Court | t for hearing on                               | , 2004, on                |
| the motion o  | f AmeriCredit Financial Services, Inc  | c., ("AmeriCredit"), seeking relie             | ef from the               |
| automatic sta | ay of 11 U.S.C. § 362(a). Appearance   | es are as noted in the Court's rec             | ord.                      |
| Based         | d on the proceedings had on said date  | , the statement of counsel and al              | l the files and           |
| records herei | n, the Court now find that cause exis  | ts entitling AmeriCredit to relief             | from the                  |
| automatic sta | ny.                                    |  |                           |
| NOW           | , THEREFORE, <b>IT IS HEREBY O</b>     | RDERED that:                                   |                           |
| 1.            | The automatic stay is immediately      | terminated as to AmeriCredit an                | d AmeriCredit             |
| is authorized | to proceed with its legal remedies ac  | cording to state law as to the sub             | oject motor               |
| vehicle,      |  |  |                           |
|               | a 2001 Dodge Stratus, VIN # 4B3 A      | AG52H31E129046.                                |                           |
| 2.            | Notwithstanding Fed. R. Bankr. P.      | 4001(a)(3), this Order is effective            | ve                        |
| immediately.  |  |  |                           |
| DAT           | ED at St. Paul, Minnesota, this        | day of, 2004. BY THE COURT:                    |                           |
|               |  | Dennis D. O'Brien United States Bankruptcy Jud |                           |

| THIS IS A CONSUMER | CREDIT | SALE | DOCUMENT |  |
|--------------------|--------|------|----------|--|
|--------------------|--------|------|----------|--|

| BUYERS NAME<br>ANTWAN D HOLLINS  | AND SECONT I AUF   | DAT                       | F OF CONTRACT<br>02/17/2003                  | Stock No. 71114  |
|--|--|---------------------------|--|--|
| BUYER'S RESIDENCE OR PLACE OF BUSINESS<br>9732 YELLOW PINE ST COON RAPIDS MN 554   | ZIP CODE   |                           | REEMENT No.                                  | SourceROBERT_GMCk  |
| 0-BUYER'S NAME AND ADDRESS   | entering the spirit  |                           |  | Date02/17/2003<br>Bus. Phone(763)862=0800  |
| this contract the words "we," "us" and "our" refer to the creditor (seller) nat  | ned below or unon any assign                                       | ment its a                | esinaga Tha worde                            | Res. Phone(651)330-5036  |
| er it any named herein and to the heirs, executors, administrators and assign<br>dit price is shown below as the "Total Sale Price." The "Cash Price" is also st<br>anced, along with a Finance Charme at the Annual Recognition Debands   | s of such buyer and co-buyer. V<br>hown below. By signing this cor | Ve sell you               | the motor vehicle di<br>choose to buy the ve | syou and your leter to the buyer and c<br>escribed below (the "vehicle") on credit. The<br>falce on credit and agree to pay the Amou   |
| the contract the words "we," "us" and "our" refer to the creditor (seller) na-<br>er if any named herein and to the heirs, executors, administrators and assign<br>the property of the property of the property of the property of the<br>angel shown between the property of the property of the property<br>angel shown on the torus and back of this contract. If this contract is sign<br>to the property of the<br>E OTHER SIDE FOR ADDITIONAL TERMS AND AGREEMENTS:  | below on the unpaid principal<br>of by a buyer and co-buyer, eac   | balance o<br>h is individ | the Amount Financ<br>lually and together n   | ced, according to the schedules, terms are<br>exponsible for all agreements in the contrac   |
| EWUSED YEAR A MAKE CYL DIESEL GAS OTHER BODY   | STYLE MODEL  | ODOMETER I                | SEADING                                      | VEHICLE IDENTIFICATION NUMBER  |
| COLOR TRANSFER TRANSF | DOO STRATUS  | 14                        |  | B3AG52H31E129046   |
| USED SILVER R/T  | F1570<br><b>Uant to the tr</b> uth                                 | · '                       |  |  |
| ANNUAL FINANCE CHARGE A  | <u>uant to the thoth</u><br>Imount Financed                        | 77                        | al of Payme                                  | ents   Total Sale Price  |
| PERCENTAGE RATE The dollar amount the credit The   | arrount of credit provided to<br>or on your hehalf.                | The ar                    | nount you will hav                           | e paid The total cost of your purchase   |
| as a yearly rate.  |  |                           | you have mad<br>its as scheduled.            | e all on credit, including your down payment of \$ N/A.  |
| OUR PAYMENT SCHEDULE WILL BE:  | 15553.44   | \$ 2                      | 4621.60                                      | (e) \$ 24621.60 (e)  |
| Number of Payments:<br>One Payment of  | Amount of Payments:  |                           |  | nen Payments Are Due:  |
| Ine Payment of  60 Payments of   | N/A  |                           | N/A  |  |
| ine Final Payment of   | 0.36<br>N/A  | <del></del>               | Monthly, beginning                           | 03/19/2003<br>/A   |
| ECURITY: You are giving a security interest in the goods or property being   | ng purchased.  |                           |  | (e) means an estimate  |
| RFE CHANGE: U If the preceding box is checked and payment is not rece<br>eyment amount, whichever is preater   | eived in full within 10 days aft                                   | er it is du               | e, you will pay a lai                        | e charge of \$5.72 or 5% of the full   |
| , and a month about 18   | orpaymont, uctaun anu any re                                       | quired rep                | payment in full befo                         | re the scheduled date.   |
| ou are buying a used vehicle with this contract, as indicated in t<br>pription of the vehicle above, tederat regulations may require a spec  | ial ITEMIZATION C  |                           |  |  |
| ers guide to be displayed on the window.<br>E INFORMATION YOU SEE ON THE WINDOW FORM FO  | A. Casti Price N   | lotor Vehi                | cle and Accessories                          | \$ 13999.00(A)   |
| S VEHICLE IS PART OF THIS CONTRACT. INFORMATION O  | IN 2. Cash Price   | Accessor                  | . <u>\$ 1399:</u><br>es. \$                  | N/A  |
| E WINDOW FORM OVERRIDES ANY CONTRAR<br>DVISIONS IN THE CONTRACT OF SALE.   | Y B. Sales Tax   |                           |  | \$ 909.94(B)   |
| STATEMENT OF INSURANCE   | D. Service Cont  | raet (optio               | nal)   | \$ N/A(c)<br>\$ N/A(o)   |
| TICE: No person is required as a condition of financing the purchase<br>a motor vehicle to purchase, or negotiate, any insurance through (   | 1 See Service  | Contract                  | HOX DEIOW                                    | \$499.00(F)  |
| ticular insurance company, agent or broker. You have requested Selfe include in the balance due under this contract the following insurance  | To whom pai  | la <u>WES</u>             | TERN DIVERS                                  | SIFIFD GAP   |
| Mance is to expire WITH     REFORE   AFTER F3 the due date of the  | A  | N/A                       |  | s N/A(n)   |
| If installment. Buyer requests Seller to procure insurance on the vehicle<br>ainst tire, theft, and collision for the terms of this contract. Any insurance will<br>be in force until accepted by the insurance carrier.   | G. Other.  |                           | والمتعلقة والمتابعة                          | .\$N/A(G)  |
| Descrives  |  | RICE (IA                  | 0.6)   | \$ [5407.940]  |
| N/A DED COMP, FIRE & THEFT N/AMS \$ N/A N/A DEDUCTIBLE COLLISION N/AMS \$ N/A DLY INJURY \$ N/A LIMITS N/A MS \$ N/A   | A Trade-In (Des  | cription)<br>Jako         |  |  |
| DUYJMJURYS N/A LIMITS N/A MGS N/A PERTY DAMAGES N/A MGS N/A DICAL N/A N/A MGS N/A  | Model  |                           |  | \$N/A(A)   |
|  | 2 V.I.N  | 1,5 - 1                   | V 90 1971                                    |  |
| N/A N/A Mos s N/A TOTAL VEHICLE INSURANCE PREMIUMS \$ N/AG   | B. Less Pay Off:   |                           |  | \$N/A(B)   |
| me of Insurer_N/A I foregoing declarations are hereby acknowledged.  | C, NET TRADE-II D. Cash Downpa                                     | yment                     |  | S N/A (C) (If negative, enter<br>S N/A (D) "0" and see   |
| XX   | r wauniactriet.  | s Hedate_                 | C+D+E  | \$N / A (E) Section 5 below)   |
| E SELLER BUYER CREDIT INSURANCE AUTHORIZATION AND APPLICATION  | 3. NET CASH PRICE  | E (1 minu                 | \$ 2)  | \$ N/A(2)<br>\$ 15407,94(3)  |
| INSURANCE AUTHORIZATION AND APPLICATION OF VIOLITATION OF A PROPERTY OF  | AMOUNTS PAID<br>A. License   |                           |  | \$N/A (A)  |
| e balance payable under this contract. Any returned or refunded credit<br>surance premiums shall be applied to sums due under this contract. Only  | B. Registration .<br>C. Title                                      | يو ئولسون                 | A company of the second second               | \$ 99.00 (B)   |
| persons whose hartes are signed below are insured.   | D. Transfer  |                           |  | s 4.00 (c)   |
| NT LIFE N/A Mos. Premium \$ N/A  | F. Temporary Tag   | l                         |  | \$ 3.00 (F)<br>\$ 4.00 (F)   |
| FDIT DISABILITY N/A Mos. Premium \$ N/A NT_CREDIT DISABILITY N/A Mos. Premium \$ N/A   | G. Other FILI  | NG FEI                    | gialamena ara i<br>Ranganiana ara i          | \$7_00_(6)   |
| TOTAL CREDIT INSURANCE PREMIUMS \$ N/A IN  | H. Other, SP.V. LIOTAL OFFICIAL                                    | FEES (4A                  | to H)  | \$ 3.50 (H)<br>\$ 120.50(4)  |
| ne of Insurer_N/A. You want Credit Life Insurance You do not want Credit Life Insurance  | DIRECT AMOUNTS   | S.FINANCI                 | en **<br>reurance companie                   | A CONTROL CALLES CONTROL CONTR |
| You want Credit Disability Insuraţi@t<br>You want Joint Credit Life Insurance  | _per Statement   | of Insurar                | ice (a + b)                                  | \$N/A_(A)  |
| You want Joint Credit Disability Insurance   | 5. B. Other<br>To whom paid  | NZA                       | والمنيف وتسويمانها هاه                       | \$N/A_(B)  |
| You do not want Credit Disability Insurance  | C. Other, D.O.C.   | FEE,                      | D SEASURAL                                   | \$ 25.00 (C)   |
| he boxes above are checked to indicate that you desire Credit Life or<br>dit Disability Insurance, or both, your signature below means that you<br>se that you elect the insurance shown above subject to the efigibility<br>internate.  |  | adunts f                  | inanced. (5a io C)                           | E CHRYSLER JEEP 25.00 (5)  |
| irrements, conditions and exclusions set forth in your insurance cy(les) or certificate(s). If the boxes above are checked to indicate that  | 6. AMOUNT FINANC<br>7. FEES NOT FINANC                             |                           | ± 5)   | \$-15553.44 (6)  |
| pyles) or certificate(s). If the boxes above are checked to indicate that do not want Credit Life or Credit Disability insurance, or both, your alure below acknowledges that fact.  | To whom paid   | N/                        |  | N/A (1)  |
|  |  |                           |  | a portion of these amounts.  |
| PRIMARY BUYER AGE  | VEHICLE USE: The primary   |                           |  | Commercial Agricultural  |
| X CO-BUYER AGE   |  |                           |  |  |
| AGE  |  |                           |  | e contract written with the following (1D) above.  |
|  | Company N/A  | 37                        |  | Term N/A Months  |
|  | Buyer X  |                           | Co-Buyer X                                   |  |
|  |  |                           |  |  |
| . ET v   |  |                           |  |  |
| You pay no Finance Charge if the Amount Ananced, item 6, is paid in full on or YR SELLERS INTIALS  |  |                           |  |  |
|  | COOLING OFF DE   | DIOD                      |  |  |
| by because you change your mind, danide the unhide   | COOLING OFF PE   | ale. The                  | refore, you can                              | not later cancel this contract   |
|  |  |                           |  |  |
| Signature Contract and YOU MAY LC  | ose any deposits if yo   | U DO NO                   | OT PERFORM AC                                | CORDING TO ITS TERMS.  |
| and Co-Buyer acknowledge that (1) before signing this contrac  | t Buyer and Co-Buyer hav   | e read b                  | oth sides of this                            | contract and received a legible  |
| and Co-Buyer acknowledge that (1) before signing this contract<br>slighted-in copy of this contract signed by Buyer and Co-Buy<br>licely, and (2) Buyer and Co-Buyer have received a copy of ever<br>Signature R   | er (a copy signed by the<br>ry other document that Bu              | seller wil                | l be provided wi                             | thin seven days after delivery of  |
| Signature R Holds  | Seller HHTHEN  | RPAN                      | france Z                                     | To terminat negotianoit  |
| s Signature A  | Seller's Address 612   | 1 BRO                     | ひつとしゃしつ ひっとかん                                | ER JEEP<br>BROOKLYN CENTER MN 55   |
| POIRM NO. 553-MN gev. 401  COOT Reynolds and Reynolds accept to respect to control accept to the problem of the | . oy A   |                           | GINAL LIENHO                                 | AGENT  |

### ASSIGNMENT

This ASSIGNMENT is attached to and expressly made a part of that certain Retail Installment Contract pertaining to the sale and financing of a motor vehicle (the "Contract") more particularly described as follows:

Date of Contract

Luther Errendal. Chrysler Jeep 6121 Brooklyn Blvd. Brooklyn Center, MN 55429

Antrum Axens

Revision Date: 12/2000

FOR VALUE RECEIVED, the Seller identified above ("Seller") hereby sells, assigns and transfers to AmeriCredit Financial Services, Inc., its successors and assigns ("AmeriCredit"), Seller's entire right, title and interest in and to the Contract and authorizes AmeriCredit to do every act and thing necessary to collect and discharge obligations arising out of or incident to the Contract. The Assignment of the Contract shall be WITHOUT RECOURSE to the Seller unless noted below or except in the circumstances set forth herein. Seller acknowledges that, notwithstanding anything to the contrary contained in said Contract, including references in the Contract to assignees other than AmeriCredit, if any, this Assignment shall be effective to transfer Seller's

Warranties: In order to induce AmeriCredit to accept assignment of the Contract, Seller warrants to AmeriCredit that (1) the Contract is genuine, legally valid and enforceable and arose from the sale of the motor vehicle and other property and services described therein (the "Property"); (2) the Property is as represented to the Buyer(s) described above ("Buyer"); (3) the Buyer has paid the downpayment exactly as stated in the Contract and the downpayment, if paid by check, has cleared a financial institution at time of initial presentment; (4) there is no inaccuracy or misrepresentation in any statements made by or on behalf of Buyer and furnished to AmeriCredit, including those contained in the credit application; (5) all disclosures required by law were properly made to Buyer prior to Buyer signing the Contract; (6) it will file the appropriate title documents within twenty (20) days from the date the Buyer takes possession of the vehicle with the appropriate state/county departments or agencies reflecting AmeriCredit as the first lienholder; (7) no material fact relating to the Property or the Contract was misrepresented to Buyer or omitted from disclosure to Buyer; (8) Seller has the right to assign the Contract to AmeriCredit and a certificate of title to the Property, showing a first lien for the benefit of AmeriCredit, has been or will be applied forthwith if permitted by law; and (9) the acquisition fee or discount, if any, charged by AmeriCredit to Seller in connection with the purchase of the Contract was not separately imposed on the Buyer by the Seller. If there is, as determined solely by AmeriCredit, any breach of any warranty of Seller, without regard to Seller's knowledge or lack of knowledge with respect thereto or AmeriCredit's reliance thereon, Seller hereby agrees unconditionally to repurchase the Contract and/or the Property from AmeriCredit, upon demand, for the full amount then unpaid whether the Contract shall then be, or not be, in default. Seller agrees to indemnify AmeriCredit for any setoff or loss, including attorney's fees and costs, suffered as a result of a claim or defense of Buyer against Seller. Liability of Seller arising out of or incident to this Assignment shall not be affected by waiver, indulgence, compromise, settlement, extension or variation of the female Chysler leep and Seller waives notice of acceptance of this Assignment and notices of non-partiel and non-performance of the Contract 6121 Brookivn Bivd.

| Brooklyn Center, MN 55429 Dealer-Seller                                |   |
|--|---|
| Ву   |   |
| Assignment of the Contract shall be WITHOUT AmeriCredit must initial.) | Date TRECOURSE unless noted below. (Dealer-Seller and |
| AmeriCredit Financial Services   |   |



ACCT # 42/17/0/8
INDEX TO 3/0
CODE TO \_\_\_\_\_
AUTHORIZED /71/G

| DOB  DOB  COSE  PATE MANSE  DOB  COSE  COSE  CATTE MANSE  DOB  DOB  CEXP 12  DOB  OUNER  AMERICREDIT FINANCIAL SERV INC  ARLINGTON TX 75014-4105  ARLINGTON TX 75014-4105  COMMETTE  SANOTO THE  COMMETTE STATEMENT. TO THE BEST OF MY NOWLEDGE THE POLLUTION  COMPONED INSCRIDING SYSTEM ON SINGS BEST AREMOVED. THE RESTRICTED SANDULE PROLUTION  COMPONED SYSTEM ON THIS SENIORS IN THE RESTRICTED SANDULE PROLUTION  COMPONED SYSTEM ON THIS SENIORS IN THE RESTRICTED SANDULE PROLUTION  COMPONED SYSTEM ON THIS SENIORS IN THE RESTRICTED SANDULE PROLUTION  COMPONED SYSTEM ON THIS SENIORS IN THE RESTRICTED SANDULE PROLUTION  COMPONED SYSTEM ON THIS SENIORS IN THE RESTRICTED SANDULE PROLUTION  COMPONED SYSTEM ON THIS SENIORS IN THE RESTRICTED SANDULE PROLUTION  COMPONED SYSTEM ON THIS SENIORS IN THE RESTRICTED SANDULE PROLUTION  COMPONED SYSTEM ON THIS SENIORS IN THE RESTRICTED SANDULE PROLUTION  COMPONED SYSTEM ON THIS SENIORS IN THE RESTRICTED SANDULE PROLUTION  COMPONED SYSTEM ON THIS SENIORS IN THE RESTRICTED SANDULE PROLUTION  COMPONED SYSTEM ON THIS SENIORS IN THE RESTRICTED SANDULE PROLUTION  COMPONED SYSTEM ON THIS SENIORS IN THE RESTRICTED SANDULE PROLUTION  COMPONED SYSTEM ON THIS SENIORS IN THE RESTRICTED SANDULE PROLUTION  COMPONED SYSTEM ON THIS SENIORS IN THE RESTRICTED SANDULE PROLUTION  COMPONED SYSTEM ON THIS SENIORS IN THE RESTRICTED SANDULE PROLUTION  COMPONED SYSTEM ON THIS SENIORS IN THE RESTRICTED SANDULE PROLUTION  COMPONED SYSTEM ON THIS SENIORS IN THE RESTRICTED SANDULE PROLUTION  COMPONED SYSTEM ON THE RESTRICTED SANDULE PROLUTION  COM | Septem suppress  | SELLER'S PRINTED NAME(S) | " (Increased | NOT ACTUAL MILEAGE WARNING ODOMETER DISCREPANCY                                | EAGE WELL OF UNITED BY THE ODOMETER | ODOMETER DISCLOSURE ATATEMENT (WE) CERTIFY THAT THE ODOMETER NOW READS 5 0 5 THE                       | ASSIGNMENT OF OWNERSH  |             | NO SECURITY INTERESTS | Vote:     | OATE ISSUED \$ 000METER 50647 | NEHOLE DE VILLA TO HE OF THE STENDER | ATS CERMINA         |
|--|------------------|--------------------------|--------------|--|-------------------------------------|--|------------------------|-------------|-----------------------|-----------|-------------------------------|--|---------------------|
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|  |                  | BUYER'S PRINTED NAME(S)  |              | his vehicle is free from all security intenests, warrant title, and essign the |                                     | TO THE BEST OF MY KNOWLEDGE THIS VEHICLE SUPERIOR SUSTAINED DAMAGE IN EXCESS OF 70% ACTUAL CASH VALUE. | THE APPLICATION        | RCADERO STE | FINANCIAL SERV INC    | S 16 1000 | CENTRAL OFFICE                | SOLLETIN STUDIES   | SOTA<br>OTORVENIGUE |

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Case No. 04-34268-DDO

Chapter 7

Antwan Donimican Hollins,

Debtor.

### VERIFICATION

I, ROSCITTA COOKS, an employee of AmeriCredit Financial Services, Inc.

named in the foregoing Notice of Hearing and Motion for Relief from Stay, declare under penalty of perjury that the foregoing is true and correct according to the best of my knowledge, information and belief.

DATED: 0 01 2004

SIGNIEL